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6 **UNITED STATES DISTRICT COURT**
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

7 NORTHWEST ADMINISTRATORS, INC.,

8 Plaintiff,

9 v.

10 FERGUSON ENTERPRISES, INC., a
11 Virginia corporation,

12 Defendant.
13

No.

**COMPLAINT TO COLLECT
TRUST FUNDS PURSUANT TO
AUDIT**

14 I.

15 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the
16 laws of the State of Washington, with its principal place of business in King County, and is
17 the authorized administrative agency for and the assignee of the Western Conference of
18 Teamsters Pension Trust Fund (hereinafter "Trust").
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20 II.

21 The Western Conference of Teamsters Pension Trust Fund is an unincorporated
22 association operating as a Trust Fund pursuant to Section 302 of the Labor Management
23 Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.
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III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the plaintiff trust fund is administered in this District.

V.

Defendant is a Virginia corporation.

VI.

Defendant is bound to a collective bargaining agreement with Locals 63, 87, 186, 848, and 986 of the International Brotherhood of Teamsters (hereinafter "Locals"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Locals. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Locals, whether or not those employees ever actually join the Locals.

VII.

Defendant accepted the Plaintiff's Trust Agreement and Declaration and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions due to the Trust, together with interest accruing upon such delinquent contributions at varying annual rates from the first day of delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in connection with the Defendant's unpaid obligations.

VIII.

Plaintiff conducted an audit of the Defendant's payroll records for the period May 1, 2010 through December 31, 2013 regarding amounts owed to the Trust. Defendant failed to fully report all hours for which Defendant paid compensation to its employees represented by the Locals during said period and failed to make full payment of Defendant's contributions due to the Trust. Based upon Plaintiff's audit, Defendant is obligated to the Trust for contributions in the amount of \$61,125.27. Defendant is further obligated to the Trust for liquidated damages in the amount of \$12,225.05 for the period of May 1, 2010 through December 31, 2013, as well as interest accruing until paid in full, and all attorney's fees and costs incurred by the Plaintiff in connection with all of Defendant's unpaid obligations.

WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant as follows:

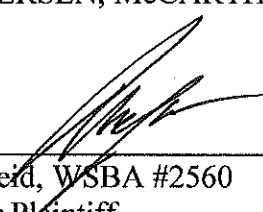
- A. For contributions in the amount of \$61,125.27;
- B. For liquidated damages in the amount of \$12,225.05;
- C. For all accrued interest;

1 D. For all attorney's fees and costs incurred by the Trust in connection with
2 Defendant's obligations; and

3 E. For such other and further relief as the Court may deem just and equitable.

4 Respectfully submitted,

5 REID, PEDERSEN, MCCARTHY & BALLEW,
6 L.L.P.

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9 _____
10 Russell J. Reid, WSBA #2560
11 Attorney for Plaintiff
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